

JS-6

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

QUEBEC DISTRIBUTING CO., a  
corporation,

Plaintiff,

vs.

UNIQUE PRODUCE CORP., a  
corporation; JOSE (JOE) L.  
CARDENAS, an individual; GERARD  
A. CORROS, an individual,

Defendants.

CASE NO. 5:16-cv-00834-SVW-GJS

**ORDER RE STIPULATION  
FOR ENTRY OF JUDGMENT**

Having read and considered the Stipulation of Undisputed Facts and for Entry of Judgment ("Agreement and Stipulation") entered into by and between Plaintiff QUEBEC DISTRIBUTING CO., ("Plaintiff" or "Quebec"), and Defendant JOSE (JOE) L. CARDENAS ("Cardenas" or "Defendant") (Quebec and Cardenas are sometimes referred to herein collectively as "the Parties"), and all other pleadings and papers contained in the Court's file in this matter, and good cause appearing therefor,

1           **IT IS HEREBY ORDERED** that the Agreement and Stipulation is  
2 approved in its entirety.

3           **IT IS HEREBY FURTHER ORDERED** that the following facts are  
4 hereby adopted by this Court as Findings of Fact:

5           1. Plaintiff is, and during all times mentioned herein has been, a  
6 corporation organized and operating under the laws of the State of California.

7           2. Plaintiff is, and during all times mentioned herein has been, duly  
8 licensed by the U.S. Department of Agriculture, operating under Perishable  
9 Agricultural Commodities Act ("PACA") license number 20060865.

10           3. The Defendant was and during all times mentioned herein doing  
11 business under the laws of the State of California and was the controlling officer  
12 and director of UNIQUE PRODUCE CORP. ("Unique"), a company that is no  
13 longer operating.

14           4. A PACA reparation award was issued in favor of Plaintiff and against  
15 Unique on June 5, 2015 in the amount of \$8,190.00, plus \$500.00 in filing fees,  
16 plus interest at the rate of 0.26% per annum from April 1, 2014 until paid, based on  
17 unpaid produce sales made by Plaintiff to Unique.

18           5. The total compromised settlement amount due under this Agreement  
19 and Stipulation is \$6,500.00, all of which qualifies for protection under the trust  
20 provisions of PACA [7 U.S.C. §499e *et seq.*].

21           **IT IS HEREBY FURTHER ORDERED** that the foregoing Findings of  
22 Fact are binding upon the Parties hereto for all purposes but shall not be relied  
23 upon by any person not a party to this agreement for any purpose whatsoever.

24           **IT IS FURTHER ORDERED** that Defendant GERARD A. CORROS is  
25 hereby dismissed with prejudice.

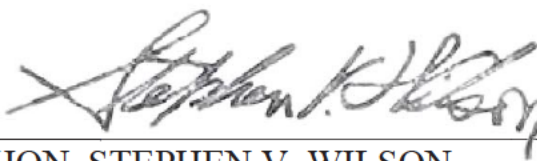
26           **IT IS FURTHER ORDERED** that upon entry of this Order, the only  
27 remaining defendant, Cardenas, and the Complaint in the above-captioned matter,  
28 may be dismissed, without prejudice, subject to re-opening in the event of default

1 for the limited purposes of interpreting and enforcing the Agreement and  
2 Stipulation and entering and enforcing Judgment thereon. Also, once Defendant  
3 Cardenas makes all required payments hereunder, Plaintiff agrees to reopen the  
4 case for the sole purpose of requesting that the dismissal of Cardenas be converted  
5 from a dismissal without prejudice to a dismissal with prejudice.

6 **IT IS FURTHER ORDERED** that the U.S. District Court for the Central  
7 District of California shall retain exclusive jurisdiction over the parties and subject  
8 matter herein in order to enforce or interpret the provisions of this Agreement and  
9 Stipulation and to enter and enforce judgment thereon.

10 **IT IS SO ORDERED:**

11  
12 DATED: September 22, 2016



HON. STEPHEN V. WILSON  
U.S. DISTRICT COURT JUDGE